

EXHIBIT E

Policy Number: QK1403388



Schedule

Unique Market Reference B0823QK1403388

Type Excess Liability Policy

Form PR397/10 based on AFB Excess Liability Wording (Amended)

Named Insured COMPUTER SCIENCES CORPORATION

Address of the Insured 3170 Fairview Park Drive,
Falls Church,
VA 22042,
U.S.A.

Policy Period From: 1 November 2014
To: 1 November 2015
Both days at 12.01 a.m. Local Standard Time at the Address of the Insured shown above.

Interest Excess Liability

Limit of Liability USD15,000,000 Each claim, including costs and expenses incurred in the defense or settlement of such claim.

USD15,000,000 Aggregate for the Period of Insurance, including costs and expenses incurred in the defense or settlement of all claims.

Excess: USD10,000,000 Aggregate including costs and expenses

Primary Policy Primary Insurer: ACE
Policy Number: TBA
Limit of Liability: USD10,000,000 Each Claim
Limit of Liability: USD10,000,000 Aggregate
Retention/Deductible: USD20,000,000

Supplemental Clauses Premium Payment Warranty - AFB Version - 623AFB00082
Number of days allowed for payment of Premium: 65

Small Additional Or Return Premiums Clause - NMA1168

Exhaustion of Underlying Policy Limit due to Insured Payment - as attached

Prior and Pending Litigation Exclusion - as attached

E02804032011 Sanction Limitation and Exclusion Clause

Beazley / Aon Amendatory Endorsement

Canadian Endorsement - as attached.

No coverage hereon in respect of Regulatory (Fines and Penalties) Proceedings, however Underwriters recognise erosion of Primary limits by this coverage.

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Territorial Limits	Worldwide
Conditions Precedent	1) Confirmation of underlying including Policy numbers and binders. 2) Primary Policy to be agreed where not as expiry. The above due within 14 days of binding or Underwriters may amend terms.
Premium	USD1,339,200
Tax(es) Payable by Insured and Administered by Insurers	As per Tax Spreadsheet - to be agreed by Underwriters
Payment Terms	65 Day Premium Payment Warranty 623AFB00082
Recording, Transmitting and Storage Information	All documentation and information to be recorded and/or transmitted electronically and stored electronically on Aon Limited repositories.
Notice of Claim To	Beth Diamond, Beazley Group, 1270 Avenue of the Americas, Suite 1200, New York, NY 10020, USA (tmbclaims@Beazley.com) and Ian MacDonell, Aon Limited, 8 Devonshire Square, London, EC2M 4PL (agpclaims@aon.co.uk) - for information only.
Claims Reporting Threshold:	Any claim or notification to the Primary
Notice of Election	Beazley Group, Plantation House South, 60 Great Tower Street, London, EC3R 5AD
Service of Suit	Mendes & Mount, LLP, 725 South Figueroa Street, 19th Floor, Los Angeles, CA 90017-419
Choice of Law and Jurisdiction	Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this policy is understood and agreed by both the (re)insured and the (re)insurers to be subject to the law of New York. Each party agrees to submit to the jurisdiction as per the Service of Suit Clause to comply with all requirements necessary to give such Court jurisdiction. In respect of claims brought against the Insured and indemnified under this policy, as more fully described herein, the choice of law applicable is New York and the choice of jurisdiction is as per the Service of Suit Clause.
Insurer Contract Documentation	This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

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Part II:

Contract Wording and Endorsements

Supplemental Clauses

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EXCESS LIABILITY INSURANCE POLICY

NOTICE: This coverage is provided on a **Claims Made and Reported Basis**.

The Underwriters agree with the **Named Assured**, in consideration of the payment of the premium and in reliance upon the statements in the application which is made a part of and attached to this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, conditions and other terms of this Insurance:

I. INSURING AGREEMENT

To pay on behalf of the **Assured** claim or claims first made against the **Assured** during the **Period of Insurance** and reported to Underwriters in accordance with Clause IX. of this Policy.

II. CONFORMANCE WITH PRIMARY POLICY

This Policy is subject to the same terms, exclusions, conditions and definitions as the **Primary Policy**, except:

- A. any 'non-renewal' or 'conditional renewal' provision (or any other similar provision) as may be contained in the **Primary Policy**, regardless of whether or not such provision forms part of a State Amendatory Endorsement;
- B. any 'liberalization' provision (or any other similar provision) as may be contained in the **Primary Policy**;
- C. any coverage provision which provides a sub-limit of liability; and
- D. as otherwise provided herein.

No amendment to the **Primary Policy** shall be effective in amending any terms, exclusions, conditions or definitions of this Policy or extending the scope of this Policy until agreed in writing or by endorsement by the Underwriters.

III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. "**Assured**" shall mean all persons and entities insured under the **Primary Policy**.
- B. "**Named Assured**" shall mean the person or entity as stated in the Schedule
- C. "**Period of Insurance**" shall mean the period as stated in the Schedule
- D. "**Primary Policy**" shall mean the policy identified in the Schedule
- E. "**Underlying Policies**" shall mean the policies stated in the Schedule
- F. "**Underlying Policy Limits**" shall mean the combined limits of liability of the **Underlying Policies**, including costs and expenses incurred in the defense or settlement of any claim.

IV. LIMIT OF LIABILITY

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A. The Underwriters shall be liable to pay claims and costs and expenses incurred in the defense or settlement of such claims which are in excess of:

1. the **Underlying Policy Limits**, plus
2. the applicable retention or deductible under the **Primary Policy**

up to the Limit of Liability shown in the Schedule resulting from each claim first made against the **Assured**.

B. The amount shown in the Schedule shall be the maximum aggregate Limit of Liability of the Underwriters under this Policy.

V. ATTACHMENT PROVISION

Liability to pay under this Policy shall not attach unless and until the insurers of the **Underlying Policies** shall have paid or have admitted liability or have been held liable to pay, the full amount of the **Underlying Policy Limits**.

VI. MAINTENANCE OF UNDERLYING POLICIES

It is a condition of this Policy that the **Underlying Policies** shall be maintained in full effect during the **Period of Insurance** except for any reduction of the **Underlying Policy Limits** solely by payment of any claims or costs and expenses incurred in the defense or settlement of such claims. If this condition is breached then this Policy shall automatically and immediately terminate with effect from the date when the **Underlying Policies** cease to be maintained or are deemed to have ceased to be maintained.

In the event the insurer under one or more of the **Underlying Policies** fails to pay any claim or costs and expenses incurred in the defense or settlement of such claim as a result of the insolvency, bankruptcy or liquidation of said insurer, then the **Assured** shall be deemed self-insured for the amount of the limit of liability of said insurer which is not paid as a result of such insolvency, bankruptcy or liquidation.

VII. REDUCTION / EXHAUSTION OF THE UNDERLYING POLICIES

If by reason of the payment of any claims or costs and expenses incurred in the defense or settlement of such claims by the insurers of the **Underlying Policies**, the amounts of the **Underlying Policy Limits** are:-

- A. Partially reduced, then this Policy shall apply in excess of the reduced amounts of the **Underlying Policy Limits**; or
- B. Totally exhausted, then this Policy shall continue in force as primary insurance; provided, however that this Policy shall only pay in excess of the retention or deductible applicable to the **Primary Policy**, which shall be applied to any subsequent claim in the same manner as specified in the **Primary Policy**.

VIII. RETROACTIVE LIMITATION

The coverage under this Policy does not apply to any claim arising out of or resulting from any act, error or omission which occurred prior to the inception date of this Policy, if, on or before 1st August, 2002, a Senior Officer or Senior Counsel of the **Assured** knew or could have reasonably foreseen that such act, error or omission would be expected to be the basis of a claim.

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IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

All claims and circumstances that might lead to a claim reported under the **Primary Policy** must be reported to the Underwriters in writing via the entity named in the Schedule before the end of the **Period of Insurance** or any additional claims reporting period granted by the **Primary Policy** provided such additional claims reporting period is no greater than 90 days. However, the **Assured** must provide immediate written notice to the Underwriters via the entity named in the Schedule of any claim made against the **Assured** where the **Assured** or the **Assured's** defense counsel evaluates the potential liability of all claims plus costs and expenses incurred in the defense or settlement of such claims at an amount equal to or greater than the amount set forth in the Schedule

X. CONDITIONS

- A. In the event of a claim arising to which the Underwriters hereon may be liable to contribute, no costs or expenses shall be incurred on their behalf without their written consent being first obtained (such consent not to be unreasonably withheld). No settlement of a claim shall be effected by the **Assured** for such a sum as will involve this Policy without the written consent of the Underwriters hereon.
- B. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied first to subrogation expenses, second to claims or costs and expenses incurred in the defense or settlement of such claims by the Underwriters hereon, third to claims or costs and expenses incurred in the defense or settlement of such claims by the insurers of the **Underlying Policies**, and fourth to the applicable retention or deductible under the **Primary Policy**. Provided always that nothing in this Policy shall be construed to mean that loss settlements under this Policy are not payable until the **Assured's** ultimate net loss has been finally ascertained.
- C. If the **Assured** shall profer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- D. By acceptance of this Policy, the **Assured** agrees the Underwriters may at their own discretion and expense retain counsel to associate in the defense or settlement of any claim and to cooperate with such counsel.

XI. EXTENDED REPORTING PERIOD

- A. Notwithstanding anything contained in any 'extended reporting period', 'optional extended reporting period' or 'automatic extended reporting period' (or any other similar provision) of the **Primary Policy**, in the event of cancellation or non-renewal of this Policy by the **Assured** or Underwriters, the **Named Assured** shall have the right, upon payment in full of 100% of the Premium set forth in the Schedule to have issued an endorsement providing a 12 month Extended Reporting Period for any claim or claims first made against the **Assured** and reported to the Underwriters during the Extended Reporting Period arising out of any negligent act, error or omission (or arising out of conduct covered in the **Primary Policy**) committed prior to the effective date of such cancellation or non-renewal and otherwise covered by this Insurance.



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- B. In order for the **Named Assured** to invoke the Extended Reporting Period, the **Named Assured** must:
1. pay the additional premium for the Extended Reporting Period to the Underwriters within 30 days of the non-renewal or cancellation of this Policy, and
 2. purchase an extended reporting period under all **Underlying Policies**:
 - (i) for a period of no less than 12 months from the cancellation or non-renewal date of this Policy, and
 - (ii) with no reduction of the **Underlying Policy Limits** except for any reduction solely by payment of any claims or costs and expenses incurred in the defense or settlement of such claims.
- C. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the **Period of Insurance**.
- D. The quotation by the Underwriters of a different premium or retention or deductible or limit of liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew.
- E. The right to the Extended Reporting Period shall not be available to the **Named Assured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of the **Assured** to pay such amounts in excess of the Limit of Liability or within the amount of the applicable retention or deductible or failure of the **Assured** to comply with the terms and conditions of this Policy.
- F. At the commencement of the Extended Reporting Period the entire premium shall be deemed fully earned and in the event the **Assured** terminates the Extended Reporting Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Extended Reporting Period.
- G. All notices and premium payments with respect to the Extended Reporting Period shall be directed to the Underwriters through the entity named in the Schedule.

XII. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XIII. TITLES OF PARAGRAPHS

The titles of paragraphs, sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference. Such titles are not deemed in any way to limit, expand or define the provisions to which they relate and are not part of this Policy.

XIV. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this Insurance, the Underwriters hereon, at the

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request of the **Assured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court,

or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the persons named in the Schedule, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The persons named in the Schedule is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Assured** to give a written undertaking to the **Assured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Assured** or any beneficiary hereunder arising out of this Policy, and hereby designate the persons named in the Schedule, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XV. CHOICE OF LAW

Any dispute concerning the interpretation of this Policy shall be governed by the laws of the state designated in the Schedule.

PR 397 (Amended)

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The following clause(s) attach to and form part of the contract.

PREMIUM PAYMENT WARRANTY

IT IS HEREBY WARRANTED that all premium due to Underwriters under this policy is paid within the amount of days as shown in the Schedule from inception.

Non-receipt by Underwriters of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from Inception.

All other provisions of the policy remain unchanged.

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SMALL ADDITIONAL OR RETURN PREMIUMS

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of USD2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

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EXHAUSTION OF UNDERLYING POLICY LIMIT DUE TO INSURED PAYMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding Clauses **IV.**, **V.** and **VII.** of this Policy, in the event that the **Insureds** and the insurer under any of the **Underlying Policies** reach an agreement whereby the insurer agrees to pay loss in an amount less than the applicable **Underlying Policy Limit** and the **Insureds** pay the remainder of the applicable **Underlying Policy Limit**, such payment by the **Insureds** will be deemed to apply toward exhaustion of the **Underlying Policy Limit**.

All other terms and conditions of this Policy remain unchanged.

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PRIOR AND PENDING LITIGATION EXCLUSION

It is hereby understood and agreed that Underwriters shall not be liable under this Policy for damages or claims expenses in connection with any claim made against the Assured based upon, arising out of, directly or indirectly resulting from, or in any way involving:-

Hensley, et al. v. Computer Sciences Co., et al. (Miller County, Arkansas Case No. 2005-59-3) ("*Hensley*"), and including, whether or not presently pending against any Assured, any cross claims, counter-claims, or any other claims or litigation relating to or made in response to the *Hensley* litigation, including but not limited to claims by any party for damages, claims expenses, and/or indemnity arising out of alleged inaccurate bodily injury evaluations by the Assured's Colossus software, whether made before or after the inception hereof

regardless of the legal theory upon which such claim is predicated.

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SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

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Beazley / Aon Amendatory Endorsement

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. **Section II. CONFORMANCE WITH PRIMARY POLICY** is amended to remove:

- A. any 'non-renewal' or 'conditional renewal' provision (or any other similar provision) as may be contained in the **Primary Policy**, regardless of whether or not such provision forms part of a State Amendatory Endorsement;

2. **Section VIII. RETROACTIVE LIMITATION** shall be amended to read as follows:

The coverage under this Policy does not apply to any claim arising out of or resulting from any act, error or omission which occurred prior to the inception date of this Policy, if, on or before 1st August, 2002, the **Corporate Director**, the **Assured's** Director of Risk Management, or the **Assured's** Deputy General Counsel – Litigation (including the functional equivalent of the aforementioned positions) knew or could have reasonably foreseen that such act, error or omission would be expected to be the basis of a claim.

Corporate Director means the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Technology Officer, General Counsel of the **Assured** or their organisational equivalents.

3. **Section IX. NOTICE OF CLAIM** shall be amended to read as follows:

Any claim(s) made against the Insured of the discovery by the Insured of any loss(es) or any circumstances of which the Insured becomes aware during the subsistence hereof which are likely to give rise to such a claim or loss, shall be reported to Underwriters hereon in accordance with the process detailed in the Primary Policy.

4. **Section XI. EXTENDED REPORTING PERIOD** is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

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CANADIAN ENDORSEMENT

(hereinafter referred to as the "Canadian Endorsement")
attaching to the

Professional Indemnity Insurance

commencing 1st November, 2013

(hereinafter referred to as the "Global Contract")

Between

COMPUTER SCIENCES CORPORATION

as more particularly described in the Global Contract

(hereinafter referred to as the "Insured")

And

VARIOUS UNDERWRITERS AT LLOYD'S, LONDON

(hereinafter referred to as "Lloyd's Underwriters")

Ref: **B0823QK1303388**

The coverage provided under this Canadian Endorsement is intended to cover the Canadian portion of the risks that would otherwise be insured by the Lloyd's Underwriters under the Global Contract, for the period specified therein (the "Canadian risks") and for which the Underwriters have allocated a Premium of USD* the premium payable under the Global Contract.

The insurance of such Canadian risks has been effected for and on behalf of certain Lloyd's Underwriters, whose definitive numbers and the proportions underwritten by them can be ascertained by reference to the Global Contract.

The said Lloyd's Underwriters are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained herein and within the Global Contract and this Canadian Endorsement shall incorporate all terms, conditions and limitations in the Global Contract relating to the operation of cover in respect of the Canadian risks. It is hereby agreed that the interests and liabilities of the Lloyd's Underwriters for the Canadian risks insured under the Global Contract are as more particularly described in the Global Contract.

Notwithstanding any provision to the contrary in the Global Contract, the total liability of the Lloyd's Underwriters under this Canadian Endorsement and the Global Contract shall not exceed their proportion of the total insurance coverage amount specified in the Global Contract and liability under this Canadian Endorsement for the Canadian risks remains limited by the provisions of the Global Contract.

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Any payment by the Lloyd's Underwriters under this Canadian Endorsement shall reduce by that amount the total liability of the Lloyd's Underwriters under the Global Contract. Any payment by the Lloyd's Underwriters under the Global Contract shall reduce by that amount the total liability of the Lloyd's Underwriters under this Canadian Endorsement. The governing law of this Canadian Endorsement shall be as determined by the Global Contract.

The provisions for service of suit under this Canadian Endorsement shall be as determined by the Global Contract. References in this Canadian Endorsement to the "Global Contract" shall refer to the Global Contract identified by the UMR referenced above and shall include any subsequent issued insurer authorised evidence of cover.

*As per tax spreadsheet

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance Companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

a) This Canadian Endorsement shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this Canadian Endorsement and applicable Canadian law;

b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this Canadian Endorsement (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;

c) This Canadian Endorsement shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this endorsement.

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